



237803



Union Carbide Corporation
A Subsidiary of The Dow Chemical Company

Shannon M. Slowey
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Fax: 215-592-3227
E-mail: sslowey@dow.com

June 3, 2011

Via Federal Express, Overnight

William J. Reilly, Jr.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway, 17th Floor
New York, New York 10007-1866

**Re: Response to Request for Information Pursuant to Section 104(e) of CERCLA for
Riverside Avenue Site, Newark, Essex County, New Jersey**

Dear Mr. Reilly:

Union Carbide Corporation ("UCC") ("Respondent") hereby submits this Response to the Request for Information ("Request") dated April 8, 2011 from the United States Environmental Protection Agency ("EPA") concerning the Riverside Avenue Site (the "Site"). UCC appreciates the Agency's prior grant of an extension of time to respond to the request.

Respondent reserves the right to supplement this response should any additional responsive information be discovered. Respondent has endeavored to answer the questions in EPA's letter to the fullest extent reasonably possible. The enclosed information is being provided in an effort to cooperate with EPA, without admitting or acknowledging that EPA has the authority to require production of the information requested, or that the statutory authority asserted in the information request is applicable. Additionally, nothing in this response should be construed as an admission of any liability or responsibility on the part of Respondent regarding any costs incurred by EPA or any other party relating to the Site. Respondent reserves all defenses and rights available to it under the law.

Respondent has a policy and well-documented history of cooperation with federal, state, and local environmental authorities. It intends to cooperate, likewise, with respect to the instant Request. The extremely broad scope of the Request, however, compels Respondent to raise objections to the Request, both general and specific. In so doing, Respondent does not intend to diminish the seriousness of purpose with which it has investigated matters implicated by the Request or with which it has assembled this response. Respondent is not prepared; however, to undertake the overly broad and onerous burden demanded by the Request where that burden is not reasonably calculated to lead to pertinent or responsive information regarding the Riverside Avenue Site.

General Objections

Respondent asserts the following General Objections to the Request, which General Objections are hereby incorporated in each and every response of Respondent to individual questions below. To the extent Respondent responds to questions to which it objects, such objections are not waived by the furnishing or providing of information.

1. Respondent objects to the Request to the extent the Request exceeds the scope of EPA's authority under the statutory references cited in the Request.
2. Respondent objects to the Request as overly broad and unduly burdensome. The Request seeks information that is irrelevant and/or has no relation to the Site or relevance to this inquiry including detailed information and documents regarding products and wastes even where no connection to the Site appears to exist. Further, Respondent objects to the Request because the Request seeks information regarding activities at a level of detail that is impossible to provide without extreme burden and oppression, if at all. The burden on Respondent is enhanced because many of the events and circumstances that appear to be at issue took place decades ago. With the passage of time, complete records may no longer exist, relevant witnesses with firsthand knowledge are now deceased, memories have faded, and any attempt to recreate history often presents an insurmountable challenge and an undue burden.
3. Respondent objects to the Request to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, the joint defense privilege, and any other legally cognizable privilege. Respondent further objects to the Request to the extent it dictates the manner in which those privileges are to be asserted.
4. Respondent objects to the Request to the extent that it seeks information in the possession, custody, or control of EPA, or any other local, state, or federal governmental authority. Respondent further objects to the Request to the extent that it seeks information that is a matter of public record.
5. Respondent objects to the Request to the extent that it seeks information outside of Respondent's possession, custody or control.

Response of Union Carbide Corporation

1. Answer the following questions regarding your Company. In identifying a company that no longer exists, provide all the information requested, except for the agent for service of process. If your Company did business under more than one name, list each name.

- a. State the correct legal name and mailing address of your Company.

Union Carbide Corporation
1254 Enclave Parkway
Houston TX 77077

- b. State the name and address of the president or the chairman of the board, or other presiding officers of your Company.

Patrick E. Gottschalk
President
100 Independence Mall West
Philadelphia, PA 19106

- c. Identify the State and year of incorporation of your Company and your Company's agent for service of process in the state of incorporation and in New Jersey.

UCC was incorporated in New York in 1917.

UCC's agent for service of process in New York is:

C T Corporation System
1633 Broadway
New York, NY 10019

UCC's agent for service of process in New Jersey is:

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

- d. If your Company is a subsidiary or affiliate of another Company, or has subsidiaries, or is a successor to another Company, identify these related companies. For each related Company, describe the relationship to your Company and indicate the date and manner in which each relationship was established.

UCC is a wholly owned subsidiary of The Dow Chemical Company, a company incorporated in Delaware ("TDCC"). UCC became a wholly owned subsidiary of TDCC in 2001.

A copy of TDCC's Form 10-K, which includes a list of all related companies of TDCC and UCC is available via the internet at the following site:

<http://phx.corporate-ir.net/phoenix.zhtml?c=80099&p=irol-SECText&TEXT=aHR0cDovL2lyLmludC53ZXN0bGF3YnVzaW5lc3MuY29tL2RvY3VtZW50L3YxLzAwMDExOTMxMjUtMTetMDQwMDIzL3htbA%3d%3d>

- 2.a. During the period from January 1, 1970 to December 31, 1999, did your Company ever enter into any transaction(s), including any contract(s), with any of the following persons/companies pursuant to which your Company provided any drums, containers or industrial waste to any of the persons/companies named below? (Please provide a Yes or No answer as to each):
1. Universal International Industries, Inc. – No.
 2. Jobar Industries, Inc. – No.
 3. Jobar Packaging, Inc. – No.
 4. Frey Industries, Inc. – No. In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.
 5. Mr. Tilghman Frey – Please see answer to 4 above.
- 2.b. During the period from January 1, 1970 to December 31, 1999, did any of the following companies ever remove any industrial waste from any facility which was ever owned or operated by your Company? (Please provide a Yes or No answer as to each company below):
1. Universal International Industries, Inc. – No.
 2. Jobar Industries, Inc. – No.
 3. Jobar Packaging, Inc. – No.
 4. Frey Industries, Inc. – No.
- 2.c. During the period from January 1, 1970 to December 31, 1999, did any of the following companies ever remove any drums or containers having in it any product, off-spec product or any liquids, solids or sludges from any facility which was owned or operated by your Company? (Please provide a Yes or No answer as to each company below):
1. Universal International Industries, Inc. – No.
 2. Jobar Industries, Inc. – No.
 3. Jobar Packaging, Inc. – No.
 4. Frey Industries, Inc. – No.
- 2.d. During the period from January 1, 1970 to December 31, 1999, did your Company ever arrange with any of the following companies to remove or receive or store i) any drums,

packages, tanks or containers or ii) any product or off-spec product or iii) liquids, solids or sludges that originated at any facility which was owned or operated by your Company? (Please provide a Yes or No answer as to each company below):

1. Universal International Industries, Inc. - No
2. Jobar Industries, Inc. - No
3. Jobar Packaging, Inc. - No
4. Frey Industries, Inc. - In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.

For every Yes answer provided in response to question noted in 2.c. through 2.d., above, provide the basis for responding Yes to the question and the following, as applicable: a) the times, dates and facilities and person(s) involved and b) the nature, quantity and chemical composition of the material which was transported from your Company to the Site.

3. Do you have any reason to believe that any of the following may have been transported from any facility which was ever owned and/or operated by your Company and later taken to the Site:
 - a. any hazardous substance? No.
 - b. any liquids, solids or sludge? No.
 - c. any solid waste of any type? No.
 - d. anything which was to be stored or treated and later returned to your Company? In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility. There is no indication that Frey ever treated the product.
 - e. any product or off-spec product which was to be treated and later returned to your Company or shipped to a third party on behalf of your Company? No.
 - f. any containers, regardless of contents or lack thereof? No. In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.
 - g. any drums, regardless of contents, or lack thereof? No.

Please provide a separate Yes or No answer to questions 3.a. through 3.g, above. For each Yes answer, please provide the specific basis for your answer, including the materials that you believe may have been transported from your Company to the Site, including chemical characterization, quantities (by volume and/or weight), number of drums or containers etc., the facility from which the material was removed, the hazardous substances in such materials, the personnel and/or haulers involved in each such shipment, the dates of such shipments and all records relating to

such shipments.

4. Do you have any reason to believe that any of the following companies may have taken any industrial waste or any hazardous substance from any facility which was ever owned and/or operated by your Company and that such industrial waste or hazardous substance may have been transported to and/or disposed of at the Site:
- a. Universal International Industries, Inc. - No
 - b. Jobar Industries, Inc. - No
 - c. Jobar Packaging, Inc. - No
 - d. Frey Industries, Inc. - No

Please provide a separate Yes or No answer to each of the items, 4.a through 4.d, above. For each Yes answer, please provide the specific basis for your answer, including the materials that you believe may have been transported from your Company to the Site, including chemical characterization, quantities (by volume and/or weight), number of drums or containers etc., the facility from which the material was removed, the hazardous substances in such materials, the personnel and/or haulers involved in each such shipment, the dates of such shipments and all records relating to such shipments.

5. Do you have any reason to believe that any materials, including any hazardous substances, or any drum or containers of any type may have been removed from any facility which was ever owned and or operated by your Company and transported to and/or disposed of at the Site?

Response: In May 1997 Frey Industries, Inc. repackaged Carbon Black, a non hazardous raw material product, from 50 pounds bags to 5 gallon pails for use at Respondent's Bound Brook, New Jersey facility. Respondent has found no information indicating that any pails used by Frey originated at Respondent's facility.

6. Identify each individual who assisted or was consulted or who answered on your behalf or on behalf of the Company in the preparation of its response to this Request for Information and specify the question with which each person assisted in responding.

Shannon Slowey, Attorney, prepared this response. Tina Dittenber, Senior Paralegal was responsible for coordinating the search for responsive documents and records. Ms. Dittenber conducted the search regarding responses to questions 1 through 5 and contacted Shawna Radosa, System Administrator, or the Records Center, seeking information responsive to this Request. Mike Fishtein, UCC Retiree/Contractor, was consulted regarding general historical operations at the Bound Brook, New Jersey facility. Other than the scope of this investigation, including a document search, these individuals have no personal knowledge of the information or documents provided. These individuals can be contacted through Shannon Slowey, Attorney, 215-592-3404, 100 Independence Mall West, Philadelphia, PA 19106.

B. Request for Records:

7. Please provide copies of all the following which are in the custody or control of your Company:

- a. Every record indicating any transaction, communication, or business dealing with Mr. Tilghman Frey. **Response:** Please see attached Exhibit A.
- b. Every record indicating any transaction, communication, or business dealing of any type with Frey Industries, Inc. **Response:** Please see attached Exhibit A.
- c. Every record indicating any transaction, communication, or business dealing of any type with Jobar Industries, Inc. **Response:** Respondent did not identify any documents responsive to this request.
- d. Every record indicating any transaction, communication, or business dealing of any type with Universal International Industries, Inc. **Response:** Respondent did not identify any documents responsive to this request.
- e. Every record indicating any transaction, communication, or business dealing of any type with Riverside Avenue Properties. **Response:** Respondent did not identify any documents responsive to this request.
- f. Every record indicating any transaction, communication, or business dealing of any type with Merit Enterprises, Inc. **Response:** Respondent did not identify any documents responsive to this request.
- g. Every record indicating any transaction, communication or business dealing of any type with Industrial Development Corporation. **Response:** Respondent did not identify any documents responsive to this request.
- h. Every record indicating any transaction, communication, or business dealing of any type with Industrial Development Association. **Response:** Respondent did not identify any documents responsive to this request.
- i. Every record relating to any drums, containers, or waste material that your Company has any reason to believe may have been taken by anyone (during the time period from January 1, 1970 to December 31, 1990) from any facility that your company ever owned or operated which later entered the Site. **Response:** Respondent did not identify any documents responsive to this request.

* * * * *

Following receipt of EPA's Request for Information, UCC conducted a thorough records search. Beyond the responses laid forth above, Respondent was unable to find any other relevant information regarding the Site or the entities listed in the questions.

In response to the nexus documents provided by EPA on May 18, 2011, The Linde Division or industrial gases division of UCC is now an unaffiliated corporation named Praxair, Inc. ("Praxair"). Praxair's headquarters are at 39 Old Ridgebury Road, Danbury, CT 06810. UCC

records pertaining to its former industrial gases business became the property of Praxair and, if there are any records, such records would be in the possession and control of Praxair.

Based upon our investigation, there is no indication that UCC ever arranged for disposal or treatment of any waste containing hazardous substances, at the Riverside Avenue Site.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Shannon Slowey', with a long, sweeping horizontal line extending to the right.

Shannon Slowey, Esq.

Authorized Representative

Enclosure

Cc: Marissa Truono, Removal Branch, EPA Region II

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

Commonwealth of Pennsylvania

County of Philadelphia

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

Shannon Slowey

NAME (print or type)

Authorized Representative

TITLE (print or type)

[Signature]

SIGNATURE (print or type)

Sworn to before me this 3rd
day of June, 2011

Donna M. Plasky

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Donna M. Plasky, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Sept. 30, 2013

Member, Pennsylvania Association of Notaries

Exhibit A

lms

BB/WCC SITE REQUISITION FORM

PURCH. DEPT. FAX 908-563-6032

DATE SUBMITTED: 2/21/97		
REQUISITIONER: R. MARTINEAU		TEL. NO.: 908-563-5850
LOCATION: BBTC	BLDG.: 95	ROOM: 208

SUGGESTED VENDOR:	COLUMBIAN CHEMICALS <i>Nexus</i>
STREET ADDRESS:	7 CENTRE DRIVE, SUITE 2
CITY, STATE, & ZIP CODE:	JAMESBURG, NJ 08831
TELEPHONE NUMBER:	800-257-5076
FACSIMILE NUMBER:	609-395-8196
NAME OF CONTACT PERSON:	

* IF ONLY ONE VENDOR IS PREFERRED AND PURCHASE IS OVER \$5,000.00, PROVIDE:

JUSTIFICATION FOR SOLE SOURCE:

DATE REQUIRED: 3/15/97

PRIORITY CODE (E = EMERGENCY, C = CRITICAL DATE OR R = ROUTINE DELIVERY):	C
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TO BE USED FOR: (SPECIFIC USE OR PROJECT NAME. IF CONTRACTOR SERVICE, SPECIFY ON OR OFF SITE)

• ELASTOMERS R&D

REQUISITION VALUE: \$	DATE:
APPROVED BY: <i>R Bernier</i>	SIGNATURE: AN "E-MAIL" FROM THE AUTHORIZED APPROVER IS REQUIRED

ACCOUNTING CHARGE NUMBER

* MINIMUM

PRIMARY (6 DIGITS)	DIVISION OF EXPENSE (3 DIGITS)	DIVISION LOCATION (6 DIGITS)	INDEX (2 DIGITS)	FIRST ORDER NO. (8 DIGITS)	SECOND ORDER NO. (5 DIGITS)
*104640	*135	*750916			

IF MULTIPLE CHARGE NUMBERS REQUIRED-INDICATE THE CHARGE NUMBER WITH "LINE ITEM" BELOW

UPS 1-2 wbs 250 total
+ freight

5/18/97

ITEM	QTY.	UNIT/MEAS.	DESCRIPTION	UNIT PRICE
1	3600	LBS	N-650 CARBON BLACK	
			240 Seamless Polyethylene paint liners	
			per original specification	
			per UCC specification code # 6853-A,	
			dated 10-31-90. (let price 250 plus UPS	
			to arrive by 5/26/97 (freight)	
			RELQS	

• ALTERNATE BUT EQUAL MATERIALS ACCEPTABLE? ("X" ONE:) YES () NO (X)

DELIVER TO ADDRESS IF DIFFERENT FROM ABOVE:

NAME:	Union Carbide Corp
STREET ADDRESS:	40 Frey Industries
CITY, STATE, & ZIP CODE:	(with print this address)
TELEPHONE NUMBER:	

SPECIAL INSTRUCTIONS (IF ANY):

• CARBON BLACK TO BE PACKAGED IN 5 GAL PLASTIC PAILS WITH PLASTIC BAG LINER. PAILS MUST BE OF THE TYPE THAT PROVIDE AN AIRTIGHT SEAL (RUBBER SEAL THAT RUNS ALONG THE CONTACT POINT OF THE LID).

BELOW - FOR PURCHASING DEPARTMENT USE ONLY

PURCHASE ORDER NO.: 0916-485081					
START DATE: 4-16-97			SHIP / END DATE: 5-30-97		
CLASS 30	VENDOR CODE 006580085	BUYER 310	REC. LOC. 0916	SHIP TO CODE V	VALUE AUTHORIZATION \$ 250.00
FRGHT. ACCT. B O	CARRIER PAY P C N	F.O.B. S O	CARRIER NAME	SHIPG. MODE 72	COMMODITY CODE 4400
C A F		AUDIT PROCESS 1 2 4		USE TAX Y N O	PRICE TYPE E F C
PCT	DAYS	QUAL.	PRINT Y N E	INV. TO LOC.	REF. ORDER NO.

TO Tony Shanya AT VENDOR PHONE (714) 638-8787
DO NOT DUPLICATE. THIS ORDER SUPERSEDES ~~ALL~~ ORDER OF (DATE) 4-17-97

BUYER NAME: RWA

BUYER ADDED VALUE

UPFRONT: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
LOCATED SOURCE: Original / Alternate / Pre-Qualification
ADDRESSED PRICE: Negotiated / Bid / Applied UCC Contract
IMPROVED TERMS: Legal / Prepayment / Freight / Warranty
CLIENT DELIVERY REQUESTED: Rushed Placement / Expedited Delivery / Informed Late
IMPROVED SPECIFICATION: Clarified / Corrected
APPLIED REQUIREMENTS: ISO / High Risk Contractor / Import, Export / Foreign Currency
BUYER JUSTIFICATION:

BB/WCC SITE REQUISITION FORM

PURCH. DEPT. FAX 908-563-6032

✓ 5/23/97
103

DATE SUBMITTED: 2/21/97		
REQUISITIONER: R. MARTINEAU		TEL. NO.: 908-563-5850
LOCATION: BBTC	BLDG.: 95	ROOM: 208

SUGGESTED VENDOR:	COLUMBIAN CHEMICALS <i>Frey Industries</i>
STREET ADDRESS:	7 CENTRE DRIVE, SUITE 2
CITY, STATE, & ZIP CODE:	JAMESEBURG, NJ 08831
TELEPHONE NUMBER:	800-257-5076
FACSIMILE NUMBER:	609-395-8196
NAME OF CONTACT PERSON:	

* IF ONLY ONE VENDOR IS PREFERRED AND PURCHASE IS OVER \$5,000.00, PROVIDE:

JUSTIFICATION FOR SOLE SOURCE:

DATE REQUIRED: 3/15/97

PRIORITY CODE (E = EMERGENCY, C = CRITICAL DATE OR R = ROUTINE DELIVERY):	C
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TO BE USED FOR: (SPECIFIC USE OR PROJECT NAME. IF CONTRACTOR SERVICE, SPECIFY ON OR OFF SITE)

• ELASTOMERS R&D

REQUISITION VALUE: \$	DATE:
APPROVED BY:	SIGNATURE: AN "E-MAIL" FROM THE AUTHORIZED APPROVER IS REQUIRED

ACCOUNTING CHARGE NUMBER

* MINIMUM

PRIMARY (6 DIGITS)	DIVISION OF EXPENSE (3 DIGITS)	DIVISION LOCATION (6 DIGITS)	INDEX (2 DIGITS)	FIRST ORDER NO. (8 DIGITS)	SECOND ORDER NO. (5 DIGITS)
*104640	*135	*750916			

IF MULTIPLE CHARGE NUMBERS REQUIRED-INDICATE THE CHARGE NUMBER WITH "LINE ITEM" BELOW

ITEM	QTY.	UNIT/MEAS.	DESCRIPTION	UNIT PRICE
1	3600	LBS	N-650 CARBON BLACK repackaged from 50 lb bags to 5 gallon pails. Seller to utilize a liner for each pail and tie the liner off before closing. The pail seems to be present moisture being absorbed by the carbon black. Buyer will supply the carbon black and the pails, liners and pallets.	.30

• ALTERNATE BUT EQUAL MATERIALS ACCEPTABLE? ("X" ONE): YES () NO (X)

DELIVER TO ADDRESS IF DIFFERENT FROM ABOVE:

NAME:	FN 2024
STREET ADDRESS:	FN0002
CITY, STATE, & ZIP CODE:	Please return any unused packaging m
TELEPHONE NUMBER:	

SPECIAL INSTRUCTIONS (IF ANY):

• CARBON BLACK TO BE PACKAGED IN 5 GAL PLASTIC PAILS WITH PLASTIC BAG LINER. PAILS MUST BE OF THE TYPE THAT PROVIDE AN AIRTIGHT SEAL (RUBBER SEAL THAT RUNS ALONG THE CONTACT POINT OF THE LID).

BELOW - FOR PURCHASING DEPARTMENT USE ONLY

PURCHASE ORDER NO.: # 0916-4185079							
START DATE:				SHIP / END DATE: 5/30/97			
CLASS NO 10	VENDOR CODE 000249847	BUYER 310	REC. LOC. 0916	SHIP TO CODE P	VALUE AUTHORIZATION \$		
FRGHT. ACCT. B S O	CARRIER PAY P C N	F.O.B. S D O	CARRIER NAME Linden Motor Freight	SHIPG. MODE 51	COMMODITY CODE 3675		
C A F S		ADDIT PROCESS 1 2		USE TAX Y N O	PRICE TYPE E F C	NET 30 X	
PCT	DAYS	QUAL.	PRINT Y N E	INV. TO LOC.	REF. ORDER NO.		

TO Ted Frye
DO NOT DUPLICATE. THIS ORDER SUPERSEDES ORAL ORDER OF (DATE) 4/9/97 AT VENDOR PHONE (201) 268-2349

BUYER NAME:

BUYER ADDED VALUE

UPFRONT: Yes / No
 LOCATED SOURCE: Original / Alternate / Pre-Qualification
 ADDRESSED PRICE: Negotiated / Bid / Applied UCC Contract
 IMPROVED TERMS: Legal / Prepayment / Freight / Warranty
 CLIENT DELIVERY REQUESTED: Rushed Placement / Expedited Delivery / Informed Late
 IMPROVED SPECIFICATION: Clarified / Corrected
 APPLIED REQUIREMENTS: ISO / High Risk Contractor / Import, Export / Foreign Currency
 BUYER JUSTIFICATION:

BB/WCC SITE REQUISITION FORM

PURCH. DEPT. FAX 908-563-6032

Pauls

✓ 4/30/97
DG

DATE SUBMITTED: 2/21/97		
REQUISITIONER: R. MARTINEAU	TEL. NO.: 908-563-5850	
LOCATION:BBTC	BLDG.:95	ROOM:208

SUGGESTED VENDOR:	COLUMBIAN CHEMICALS <i>USA or Mex. Pkg</i>
STREET ADDRESS:	7 CENTRE DRIVE, SUITE 2
CITY, STATE, & ZIP CODE:	JAMESBURG, NJ 08831
TELEPHONE NUMBER:	800-257-5076
FACSIMILE NUMBER:	609-395-8196
NAME OF CONTACT PERSON:	

* IF ONLY ONE VENDOR IS PREFERRED AND PURCHASE IS OVER \$5,000.00, PROVIDE:

<u>JUSTIFICATION FOR SOLE SOURCE:</u>

DATE REQUIRED:3/15/97

PRIORITY CODE (E = EMERGENCY, C = CRITICAL DATE OR R = ROUTINE DELIVERY):	C
---	---

TO BE USED FOR: (SPECIFIC USE OR PROJECT NAME. IF CONTRACTOR SERVICE, SPECIFY ON OR OFF SITE)

• ELASTOMERS R&D

REQUISITION VALUE: \$	DATE:
APPROVED BY: <i>R Bernier</i>	SIGNATURE: AN "E-MAIL" FROM THE AUTHORIZED APPROVER IS REQUIRED

ACCOUNTING CHARGE NUMBER

* MINIMUM

PRIMARY (6 DIGITS)	DIVISION OF EXPENSE (3 DIGITS)	DIVISION LOCATION (6 DIGITS)	INDEX (2 DIGITS)	FIRST ORDER NO. (8 DIGITS)	SECOND ORDER NO. (5 DIGITS)
*104640	*135	*750916			

IF MULTIPLE CHARGE NUMBERS REQUIRED-INDICATE THE CHARGE NUMBER WITH "LINE ITEM" BELOW

Scrap

ITEM	QTY.	UNIT/MEAS.	DESCRIPTION	UNIT PRICE
1	3600	LBS	N-650 CARBON BLACK	
1	240	LBS	5 gallon gray pails @ 239 each	239
			Ship via Yellow Freight "Third Party Collect"	

• ALTERNATE BUT EQUAL MATERIALS ACCEPTABLE? ("X" ONE:)

YES ()

NO (X)

DELIVER TO ADDRESS IF DIFFERENT FROM ABOVE:

NAME:

STREET ADDRESS:

CITY, STATE, & ZIP CODE:

TELEPHONE NUMBER:

SPECIAL INSTRUCTIONS (IF ANY):

• CARBON BLACK TO BE PACKAGED IN 5 GAL PLASTIC PAILS WITH PLASTIC BAG LINER. PAILS MUST BE OF THE TYPE THAT PROVIDE AN AIRTIGHT SEAL (RUBBER SEAL THAT RUNS ALONG THE CONTACT POINT OF THE LID).

BELOW - FOR PURCHASING DEPARTMENT USE ONLY

PURCHASE ORDER NO.: 0916-485082							
START DATE: 4/18/97				SHIP / END DATE: 5/30/97			
CLASS 30	VENDOR CODE 000718122	BUYER 310	REC. LOC. 0916	SHIP TO CODE V	VALUE AUTHORIZATION \$ 606.		
FRGHT. ACCT. B S O	CARRIER PAY P C N	F.O.B. S D O	CARRIER NAME Yellow Freight	SHIPG. MODE 51	COMMODITY CODE 14240		
C A F		ADDIT PROCESS 1 2 4		USE TAX Y N O		PRICE TYPE E F C	
PCT	DAYS	QUAL.	PRINT Y N E	INV. TO LOC.	REF. ORDER NO.		

TO

Janet Rogers

DO NOT DUPLICATE. THIS ORDER SUPERSEDES ORAL ORDER OF (DATE)

4/16/97

AT VENDOR PHONE

1-800-331-5305

BUYER NAME:

RM

BUYER ADDED VALUE

UPFRONT: Yes / No

LOCATED SOURCE: Original / Alternate / Pre-Qualification

ADDRESSED PRICE: Negotiated / Bid / Applied UCC Contract

IMPROVED TERMS: Legal / Prepayment / Freight / Warranty

CLIENT DELIVERY REQUESTED: Rushed Placement / Expedited Delivery / Informed Late

IMPROVED SPECIFICATION: Clarified / Corrected

APPLIED REQUIREMENTS: ISO / High Risk Contractor / Import, Export / Foreign Currency

BUYER JUSTIFICATION:

* pool chemicals - insert lid gasket before run + paint.



240

Neoprene gasket
gray or black - lid

3.00 white - next week.

\$1.85 →

168 / pallet

3.75

168
336 pairs

yellow!

240
\$1.85
+54
2.39
10
and c. 2001

40 x 48

sure-seal gasket
5 gal gray paint
gray lid.

Janet Rogers

Nickel pants
white or black.

5000 lb in 50 lb bags ~~at 500~~

24 pails ready for shipment - 5 gal black

← 400 lbs pails → 200 pails

15-17 lb/pail

Order for 3600 lb same in 5 gal pails

friendly - Plant Mgr not set up to do 3600 lbs
all same product.

someone out there -

store for LTC Messenger w/ - 12mm various grades

who to get custom pkgg

ext. web reputable

Frq Industries ✓

~~201-268-2349~~

NWK - Ted Frq ~~201-842-2888~~ Hdgtrs

rec'd by Rick Messenger owner of M. WASE

201-344-4200

WCC

50 lb bags
→ 3600

Firey Industries, Inc.

29 Riverside Ave.

Newark NJ 07104

Gloria

① ship 24 pails now

② ship 3600 up to 5000 in 50 lb bags

③ all together to BB

240 pails

15 3600 →

30
60

20 pails
12/200

→ like Roman 520

* 201-842-2888

12 pallet

Hollmann RL (Ron)

From: Bernier RJ (Robert)
Sent: Friday, February 21, 1997 4:47 PM
To: Hollmann RL (Ron)
Cc: Martineau RA (Ronald)
Subject: FW: Carbon Black N-650

Ron,

Could you process this PO.

Thanks.

Robert

From: Martineau RA (Ronald)
Sent: Friday, February 21, 1997 12:32 AM
To: Bernier RJ (Robert)
Cc: Paeglis AU (Arnis)
Subject: Carbon Black N-650

Robert,

Please forward attached PO to Ron Hollmann with your approval.

It is for the purchase of 3600 lbs of N-650 carbon black in 5 gal pails. The pails are necessary to eliminate environmental/health issues inherent in the handling of carbon black and also to reduce exposure of the material itself to moisture (humidity).

If Columbian balks at the 5 gal pail request, we should be prepared to have a third party do it even if it costs a few \$\$ more.



N-650 Standard.doc

Ron

**PURCHASE
ORDER
NO.**



REQUISITIONED BY <i>R. Martineau</i>	REQUISITION NUMBER	DELIVER TO <i>Blg. 95</i>	ORDER DATE 04/30/97	SHIP TO ARRIVE BY	UNLESS SPECIFIED AT LINE ITEM	PAGE 1
---	--------------------	------------------------------	------------------------	----------------------	--	-----------

UNION CARBIDE CORPORATION

POLYOLEFINS DIV.

ADDRESS
CORRESPONDENCE
TO: RL HOLLMANN
P.O. BOX 670
BOUND BROOK, NJ 08805
908-563-5170

SELLER

MM INDUSTRIES INC
ATTN: JANET ROGERS

316 CORPORATE PLACE
CHATTANOOGA TN 37419
(HEREINAFTER CALLED "SELLER")

(HEREINAFTER CALLED "BUYER")

SHIP TO

UNION CARBIDE CORPORATION
C/O FREY INDUSTRIES, INC.
29 RIVERSIDE AVE.
NEWARK NJ 07104

MAIL INVOICE IN DUPLICATE TO

UNION CARBIDE CORPORATION
ATTN: INVOICE AUDITING
P.O. BOX 8690
SO. CHAS. WV 25303

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF:

TERMS OF PAYMENT: NET 30 DAYS	F.O.B. POINT: SHIPPING POINT	TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF: BUYER COLLECT
----------------------------------	---------------------------------	---

SHIP VIA: YELLOW FREIGHT	TRUCK-PACKAGE	SUBJECT TO STATE/LOCAL SALES/USE TAX? NO
-----------------------------	---------------	---

ITEM	QUANTITY ORDERED	U/M	UNIT PRICE	DESCRIPTION	PRI ACCT	D/E	TO LOC.			
					TO ACCT	IN	FIRST ORD NO.			
					2 nd ORD. NO.	C&P	C/F	PROJ.		
				DESCR: 5 GALLON GRAY PAILS QTY: 240 PRICE: \$2.39 EA. SHIP VIA YELLOW FREIGHT "THIRD PARTY COLLECT." THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE TAX. BUYER'S EXEMPTION NUMBER IS 131-421-730. DO NOT DUPLICATE. THIS ORDER SUPERSEDES VERBAL ORDER OF 04/16/97 TO JANET ROGERS AT VENDOR PHONE NO. (800)331-5305.						
						</				

LAST PAGE

WHEN ACKNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE
ACKNOWLEDGE ONLY IF SHIPPING DATE, PRICE, OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

PURCHASING

R. Hollmann

ADDITIONAL TERMS

QUALITY: Seller warrants that the goods will conform to description and specifications and will be free from all defects in material and workmanship and all defects in design (other than Buyer's design). Buyer shall have the right to inspect and test any goods before acceptance. If such inspection and test are made within a reasonable time or as provided in the specifications, Seller shall pay the cost of inspecting and testing of goods rejected and all transportation charges thereon. Upon rejection by Buyer, Seller, at its sole expense, shall repair, or replace to the Seller's plant, all or any part of any machinery or equipment covered by this order which proves, within one (1) year from the date it is placed in operation but not later than eighteen (18) months from date of shipment, to be defective in material or workmanship.

QUANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense.

TRANSPORTATION CHARGES: Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, such charges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where transportation charges are allowed to Buyer by Seller, such allowance shall not be less than the actual freight charges paid by Buyer or, where Buyer performs the transportation, such allowance shall be in an amount equal to the freight charges which you would have been assessed for a like movement via common carrier.

DELIVERY: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight, shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless specified on the face hereof. Time is of the essence hereof. If any goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified, Buyer may either (i) refuse to accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

INVOICES: Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one order; (c) be rendered with order number noted thereon.

PATENTS: Except as hereinafter limited, Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and given authority, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the goods delivered hereunder, Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any obligation or liability, (ii) replace said goods with non-infringing goods or modify same to become non-infringing all at Seller's expense and to Buyer's satisfaction, or (iii) remove said goods at Seller's expense and refund to Buyer the amount paid to Seller therefor. The provisions of this paragraph, however, shall not apply to the use of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

INSTALLATION AND WORK: In the event that any of the goods requires, in connection with the installation thereof or work thereon, the services of a supervisor, expert or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervisor, expert or other person in performing such services shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for his acts and omissions, and exclusive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.

INSURANCE: Prior to Seller's commencing any work under the **QUALITY** paragraph or other terms of this order on property owned or controlled by Buyer or by any other party on whose property the goods are installed, Seller shall, at its expense, procure and maintain Workmen's Compensation to the extent required by law and a contractor's Bodily Injury Liability and Property Damage Liability insurance (including Contractual Liability covering the indemnity set forth in the next paragraph) in such amounts as are approved by Buyer. Prior to commencing any such work, Seller shall furnish to Buyer written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation shall be given to Buyer at least fifteen (15) days prior to the effective date of such cancellation. Seller shall furnish to Buyer certificates, identified by the number applicable to this Purchase Order, as evidence that the above insurance has been procured and is being maintained, and naming Buyer as an additional insured. The insurance certificates covering Seller's Workers Compensation insurance shall indicate a waiver of subrogation against Buyer.

INDEMNITY; PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save harmless Buyer, any party on whose property the goods are installed, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character whatsoever, for bodily injury, sickness and/or disease, including death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in, on or about the property of Buyer or the site of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with any work under the **QUALITY** paragraph or other terms of this order or with the performance of or failure to perform said work, whether or not such injury, sickness, disease and/or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for loss or destruction of, or damage to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents.

FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

DRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.

GOVERNING LAW: The validity, interpretation, and performance of this order shall be governed by the law of the State in which this order is issued by Buyer.

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an offer, such acceptance is expressly made only and on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This order constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties of any kind. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this order. This order shall not be amended except in writing signed by the parties hereto.

DISPENSANCE WITH LAWS: Seller shall comply with all laws, ordinances, and government rules, regulations, and orders applicable to this order, including but not limited to applicable Equal Employment Opportunity Act, Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONSEGREGATED FACH (EEO FAR 52.222-21), AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (FAR 52.222-26), AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (FAR 52.222-35, 37), AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (FAR 52.222-36), UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS (FAR 52.222-39), and UTILIZATION OF LABOR SURPLUS AREA CONCERNS (FAR 52.220-3, 4) which to the extent applicable are hereby incorporated into this order.

PURCHASE ORDER NO. 0418-97

UNION
CARBIDE

ORDER DATE

SHIP TO
ARRIVE BY

UNLESS
SPECIFIED
AT LINE
ITEM

PAGE

ADDRESS
CORRESPONDENCE
TO:

ML INDUSTRIES
P.O. BOX 340
CHINA SPRING, IL 60611
708 563-5170

SELLER

(HEREINAFTER CALLED "BUYER")

SHIP TO

MAIL INVOICE IN DUPLICATE TO

ML INDUSTRIES, INC.
ATTN: JAMES MOORE

UNION CARBIDE CORPORATION

UNION CARBIDE CORPORATION

ONE CONE PAUL PLACE

C/O FREY INDUSTRIES, INC.
29 RIVERSIDE AVE.

ATTN: INVOICE ADJUTANT

P.O. BOX 340

SD. CHAS. IL 60611

CHINA SPRING IL 60611

NEWARK NJ 07104

(HEREINAFTER CALLED "SELLER")

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF.

TERMS OF PAYMENT:

F.O.B. POINT

SHIPPING POINT

TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF:

SHIP VIA:

THICK PACKAGE

SUBJECT TO STATE/LOCAL SALES/USE TAX?

ITEM	QUANTITY ORDERED	U/M	UNIT PRICE	DESCRIPTION	SPECIAL INSTRUCTIONS
				<p>DESCR: 5 GALLON GRAY PAIS</p> <p>QTY: 240 PRICE: \$2.99 EA. T.D (Child Warring) = \$2.49</p> <p>SHIP VIA YELLOW FREIGHT "THIRD PARTY COLLECT."</p> <p>THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE TAX. BUYER'S EXEMPTION NUMBER IS 131-277-730.</p> <p>DO NOT DUPLICATE. THIS ORDER REPLACES VERBAL ORDER OF 04/16/97 TO CHIEF IN CHARGE VENDOR PHONE NO. (708) 563-5170.</p>	<p>THE PURCHASE ORDER NUMBER THAT APPEARS AT TOP LEFT MUST APPEAR ON ALL PACKAGES, INVOICES AND B/L PERTAINING TO THIS ORDER.</p> <p>PLEASE ADVISE PURCHAS- ING AGENT IF ANY TERMS OF THIS ORDER ARE NOT ACCEPTABLE.</p> <p>NOTE: "WHERE TRANSPORTATION IS FOR ACCOUNT OF BUYER ON SHIP MENTS SUBJECT TO ITEM 33800 OF UNI FORM FREIGHT CLASSIFICATION NO. (RAIL) AND/OR ITEM 33465 OF NATIONA MOTOR CLASSIFICATION NO. 15 OR ITEM 60000 OF NATIONAL MOTOR CLASSIFI- CATION NO. A-6, OR SUCCESSIVI ISSUES THEREOF, THE RELEASE VALUE OF THE SHIPMENT SHALL B ENTERED ON THE BILL OF LADING NO EXCEEDING 50 CENTS PER POUND II THE MANNER PRESCRIBED IN SUCI ITEMS."</p>

ACKNOWLEDGMENT

[Signature]

LAST PAGE

ACKNOWLEDGED AND ACCEPTED

DEFINITE SHIPPING DATE

4-18-97

SHIPMENT WILL BE MADE FROM

SD . NJ 07104

SIGNED FOR SELLER

ML Industries, Inc.

DATE

5/1/97

ADDITIONAL TERMS

QUALITY: Seller warrants that the goods will conform to description and specifications and will be free of all defects in material and workmanship at the time of design rather than Buyer's design. Buyer shall have the right to inspect and test any goods or one acceptable sample in question and test samples shall be made at the time or as provided in the specifications. Seller shall pay the cost of inspecting and testing of goods rejected and all costs of return shipping. In the event of Buyer, Seller, at its sole expense, shall repair or replace from Seller's plant all or any part of any machinery or equipment used in this order which proves to be defective within one year from the date it is placed in question but not later than eighteen (18) months from date of shipment. The defect must be in material and workmanship.

QUANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense.

TRANSPORTATION CHARGES: Except as otherwise mutually agreed to in writing, the actual transportation charges shall be paid by Buyer. Freight charges which may be allowed shall in no event exceed the lowest legal freight charges via the carrier or routing specified thereon. In effect, in the case of shipment by air, and in other transportation charges are allowed to Buyer by Seller, such allowance shall not be less than the actual freight charges paid by Buyer or Seller. Freight charges for air transportation, such allowance shall be an amount equal to the freight charges which you would have been assessed for a like amount of air transportation.

DELIVERY: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight, shall contain an itemized packing slip. No claims will be allowed for packing, unloading, freight, express or cartage unless specified on the face hereof. Time of the essence hereof. If any goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified, Buyer may either (a) refuse to accept such goods and terminate this order, or (b) cause Seller to ship the goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

INVOICES: Unless otherwise requested by Buyer, invoices shall not be rendered separately for each delivery, (b) cover not more than one order, (c) be rendered with order number noted thereon.

PATENTS: Except as hereinafter limited, Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the goods delivered hereunder, Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any obligation of liability, (ii) replace and goods with non-infringing goods or modify same to become non-infringing all at Seller's expense and to Buyer's satisfaction, or (iii) remove said goods at Seller's expense and refund to Buyer the amount paid to Seller therefor. The provisions of this paragraph, however, shall not apply to both one of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

INSTALLATION AND WORK: It is the intent that any of the goods require in connection with the installation thereof or work thereon be done by a person or persons or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge. Such services and/or labor to be performed by Seller or its employees shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for any and all claims and damages, including, but not limited to, any personal injury or contributions imposed by any Federal or State law arising with any of the subjects covered by the Fair Labor Standards Act, approved August 14, 1935, as amended.

INSURANCE: Prior to Seller's commencing any work under the QUALITY paragraph or other terms of this order on property owned or controlled by Buyer or by any other person on whose property the goods are installed, Seller shall, at its expense, procure and maintain Workmen's Compensation insurance, fire, theft and burglary insurance, and liability insurance, including Liability and Property Damage Liability insurance, the latter Contractual Liability covering the necessary set forth in the policy, in force in the event of loss or damage to the goods or to the property of Buyer or to the property of Seller. Prior to commencing any such work, Seller shall furnish to Buyer written certificates establishing that the necessary insurance is in force and that the terms and conditions of such certificates shall provide that written notice of cancellation shall be given to Buyer in advance of the cancellation of the insurance. Seller shall furnish to Buyer certificates, identified by the number applicable to this purchase Order, establishing that the necessary insurance has been procured and is being maintained, and notifying Buyer as an additional insured. The insurance certificates covering Seller's Workmen's Compensation insurance and liability insurance shall be submitted to Buyer.

INDEMNITY, PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save harmless Buyer, any party on whose property the goods are installed, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character, whatsoever, for bodily injury, death or property damage, including death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in the course of the performance of the goods or the use of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with any work under the QUALITY paragraph or other terms of this order or with the performance of or failure to perform said work, whether or not such injury, sickness, disease or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for any and all claims, damages or loss, or damages to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents.

FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

DRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.

GOVERNING LAW: The validity, interpretation and performance of this order shall be governed by the law of the State in which this order is issued by Buyer.

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made conditional on Seller's consent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such consent. This order constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties affecting it. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this order. This order shall not be amended except in writing signed by the parties hereto.

COMPLIANCE WITH LAWS: Seller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this order, including but not limited to applicable Federal Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONSEGREGATED FACILITIES FAR 52.222-21, EQUAL OPPORTUNITY FAR 52.222-26, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS FAR 52.222-35, S, AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52.222-36, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS FAR 52.209-9 and UTILIZATION OF LABOR SURPLUS AREA CONCERNS FAR 52.220-3, 4, which to the extent applicable are hereby incorporated into this order.

COMMAND #122

UCC BB PURCHASING

DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	STATUS
001 4/16	15:16	917146381326	EC--S	01'23	003	OK

(FACSIMILE COVER SHEET-COUNT AS PAGE 1)

UNION CARBIDE CORPORATION

BOUND BROOK, NEW JERSEY - PURCHASING DEPARTMENT
BUILDING 71, SECOND FLOOR
FACSIMILE NUMBER 908-563-6032

DATE: 4-16-97 PAGE 1 OF 3

FACSIMILE NUMBER: 714-638-1326

TO: (NAME) Tony Shraga

COMPANY: Nexus "West"

LOCATION: 'Somewhere in Sunny CA'
- Netta

FROM: (NAME) RON HOLLMANN

TELEPHONE NUMBER: 908-563-5170

NOTE: Tony u: 916-485081

I would think foil is best, also. what's the difference in price?

Enclosed is the spec # 6853A for John's suggestion.
Also is a dimensions sheet on the pads - kind of small, I
hope you can read it.

Ship to address: Union Carbide Corp.
40 Frey Industries Inc.
29 Riverside Ave
Newark, NJ 07104
attn: Gloria

UNION CARBIDE CORPORATION



BOUND BROOK, NEW JERSEY - PURCHASING DEPARTMENT
BUILDING 71, SECOND FLOOR
FACSIMILE NUMBER 908-563-6032

DATE: 4-16-97 PAGE 1 OF 3

FACSIMILE NUMBER: 714-638-1326

TO: (NAME) Tony Shouga

COMPANY: Nexus "West"

LOCATION: 'somewhere in sunny CA'
- Netla

FROM: (NAME) RON HOLLMANN

TELEPHONE NUMBER: 908-563-5170

NOTE: Tony u: 0916-485081

I would think Foil is best, also. what's the difference
in price?

Enclosed is the spec # 6853 A for John's suggestion.
Also is a dimensions sheet on the pails - kind of small, I
hope you can read it.

Ship to address: Union Carbide Corp.
C/O Frey Industries Inc.
29 Riverside Ave
Newark, NJ 07104
attn: Gloria

UNION CARBIDE CHEMICALS
AND PLASTICS COMPANY INC.

PRODUCT:
Polyethylene

DIVISION:
Polyolefins

PAGE:
Page 1 of 2

Container Specification



PACKAGING ENGINEERING
Bound Brook, NJ 08805

SPECIFICATION CODE NUMBER:
6853-A

DATE OF PREVIOUS ISSUE:

DATE OF THIS REVISION:
10-31-90

Type: Seamless Polyethylene Liner
(used with Octagonal Container 2027)

Locations: All Polyolefins locations.

Design: Gusseted, Open Mouth

<u>Size:</u>	<u>Inches</u>
Width:	12"
Length:	34"
Gusset:	6"

Construction:

1. .003 Natural, Virgin, LD Polyethylene Resin

Total: 3 mil

Tolerances:

Gauge:	$\pm 10\%$
Length:	$\pm 1/2"$
Width:	$\pm 3/8"$

Special Requirements:

1. Liners to possess high slip properties with a maximum C.O.F. rating of 0.2.
2. The average impact resistance when tested in accordance with U. S. Department of Commerce Specification CS-227-59 shall be a minimum of 190 grams.
3. Liners to comply with NSPS-B-5 Specification.
4. Two (2) outturn samples from each production run must be sent at time of shipment to:
J. F. Kantz - Building 127
Union Carbide Chemicals
and Plastics Company Inc.
1 River Road; P. O. Box 670
Bound Brook, New Jersey 08805

:\LINER\6853

NOTE: Refer to general section for common requirements, drawings, packing and shipping instructions by locations, and explanations.

Approval

PURCHASE ORDER NO. 0916-485081



REQUISITIONED BY
R. Martineau

REQUISITION NUMBER

DELIVER TO
#95

ORDER DATE

05/08/97

SHIP TO
ARRIVE BY

UNLESS
SPECIFIED
AT LINE
ITEM

PAGE

1

UNION CARBIDE CORPORATION

POLYOLEFINS DIV.

ADDRESS RL HOLLMANN
CORRESPONDENCE P.O. BOX 670
TO: BOUND BROOK, NJ 08805
908-563-5170

SELLER

(HEREINAFTER CALLED "BUYER")

SHIP TO

MAIL INVOICE IN DUPLICATE TO

NEXUS PLASTICS INC
ATTN: TONY SHONGA

UNION CARBIDE CORPORATION

UNION CARBIDE CORPORATION
ATTN: INVOICE AUDITING

P O BOX 667

C/O FREY INDUSTRIES, INC.
29 RIVERSIDE AVE.

P.O. BOX 8690
SO. CHAS. WV 25303

HAWTHORNE NJ 07507

NEWARK NJ 07104

(HEREINAFTER CALLED "SELLER")

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF.

TERMS OF PAYMENT:

NET 30 DAYS

F.O.B. POINT:

SHIPPING POINT

TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF:

BUYER PREPAID

SHIP VIA:

MISC-SURFCE UNITED PARCEL

SUBJECT TO STATE/LOCAL SALES/USE TAX?

NO

ITEM	QUANTITY ORDERED	U/M	UNIT PRICE	DESCRIPTION	PRI ACCT	D/E	TO LOC.		
					TO ACCT	IN	FIRST ORD NO.		
					2 nd ORD. NO.	C&P	C/F	PROJ.	
				SCOPE: 240 SEAMLESS POLYETHYLENE PAIL LINERS PER UCC SPECIFICATION CODE #6853-A, DATED 10/31/90 TO ARRIVE BY 5/26/97. (LOT PRICE \$250.00 PLUS UPS FREIGHT).					
				SELLER SHALL SHOW BUYER'S PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS, SHIPPING NOTICES AND INVOICES.					
				THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE TAX. BUYER'S EXEMPTION NUMBER IS 131-421-730.					
				DO NOT DUPLICATE. THIS ORDER SUPERSEDES VERBAL ORDER OF 04/17/97 TO TONY SHONGA AT VENDOR PHONE NO. (714)638-8784.					

LAST PAGE

WHEN ACKNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE
ACKNOWLEDGE ONLY IF SHIPPING DATE, PRICE, OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

PURCHASING

Rex Hollmann

ADDITIONAL TERMS

QUALITY: Seller warrants that the goods will conform to description and specifications and will be free from all defects in material and workmanship and all defects in design (other than Buyer's design). Buyer shall have the right to inspect and test any goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Seller shall pay the cost of inspecting and testing of goods rejected and all transportation charges thereon. Upon acceptance by Buyer, Seller, at its sole expense, shall repair, or replace F.O.B. Seller's plant, all or any part of any machinery or equipment covered by this order which proves, within one (1) year from the date it is placed in operation but not later than eighteen (18) months from date of shipment, to be defective in material or workmanship.

QUANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense.

TRANSPORTATION CHARGES: Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, such charges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where transportation charges are allowed to Buyer by Seller, such allowance shall not be less than the actual freight charges paid by Buyer or, where Buyer performs the transportation, such allowance shall be in an amount equal to the freight charges which you would have been assessed for a like movement via common carrier.

DELIVERY: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight, shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless specified on the face hereof. Time is of the essence hereof. If any goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified, Buyer may either (i) refuse to accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

INVOICES: Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one order; (c) be rendered with order number noted thereon.

PATENTS: Except as hereinafter limited, Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the goods delivered hereunder, Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any obligation or liability, (ii) replace said goods with non-infringing goods or modify same to become non-infringing all at Seller's expense and to Buyer's satisfaction, or (iii) remove said goods at Seller's expense and refund to Buyer the amount paid to Seller therefor. The provisions of this paragraph, however, shall not apply to the use of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

INSTALLATION AND WORK: In the event that any of the goods requires, in connection with the installation thereof or work thereon, the services of a supervisor, expert or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervisor, expert or other person in performing such services shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for his acts and omissions and exclusive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.

INSURANCE: Prior to Seller's commencing any work under the **QUALITY** paragraph or other terms of this order on property owned or controlled by Buyer or by any other party on whose property the goods are installed, Seller shall, at its expense, procure and maintain Workmen's Compensation to the extent required by law and Contractor's Bodily Injury Liability and Property Damage Liability insurance (including Contractual Liability covering the indemnity set forth in the next paragraph) in such amounts as are approved by Buyer. Prior to commencing any such work, Seller shall furnish to Buyer written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation shall be given to Buyer at least fifteen (15) days prior to the effective date of such cancellation. Seller shall furnish to Buyer certificates, identified by the number applicable to this Purchase Order, as evidence that the above insurance has been procured and is being maintained, and naming Buyer as an additional insured. The insurance certificates covering Seller's Workers Compensation insurance shall indicate a waiver of subrogation against Buyer.

INDEMNITY; PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save harmless Buyer, any party on whose property the goods are installed, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character whatsoever, for bodily injury, sickness and/or disease, including death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in, on or about the property of Buyer or the site of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with any work under the **QUALITY** paragraph or other terms of this order or with the performance of or failure to perform said work, whether or not such injury, sickness, disease and/or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for loss or destruction of, or damage to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents.

FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

DRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

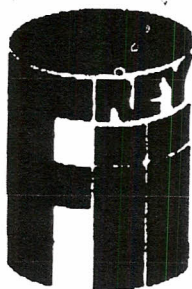
NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.

GOVERNING LAW: The validity, interpretation, and performance of this order shall be governed by the law of the State in which this order is issued by Buyer.

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made contingent on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This order constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties of any kind. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this order. This order shall not be amended except in writing signed by the parties hereto.

COMPLIANCE WITH LAWS: Seller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this order, including but not limited to applicable Federal Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONSEGREGATED EACH (FAR 52.222-21), EQUAL OPPORTUNITY FAR 52.222-26, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS FAR 52.222-35, 87, AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52.222-36, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS FAR 52.219-8, 9 and UTILIZATION OF LABOR SURPLUS AREA CONCERNS FAR 52.220-3, 4, which to the extent applicable are hereby incorporated into this order.



Frey Industries, Inc.

A Total Physical Distribution Concept

CORPORATE OFFICE:

1099 Wall Street West • Suite 246

Lyndhurst, New Jersey 07071

Phone: 201-842-2888 • Fax: 201-842-8544

May 22, 1997

Ronald Coleman
Union Carbide Corp.
FAX: 908-563-6032

RE: **CARBON BLACK REPACKAGING PROJECT**

Dear Ron,

We have completed the subject repackaging request and are a little concerned that we have not received any paperwork with reference to this project.

I would appreciate your forwarding as much information as possible to our Lyndhurst office, so we can complete all facets of this job.

Thank you.

Sincerely,

Tilghman B. Frey (7)
Tilghman B. Frey

TBF/gp

c.c.: B. Maleta
T. Sheehan
R. Van Note

FACILITY LOCATION • 29-75 RIVERSIDE AVENUE • NEWARK, NEW JERSEY 07104

- BULK TRANSFERS - DRUMMING - PACKAGING - DISTRIBUTION - WAREHOUSING -

MAY 23 '97 10:44

2018428544 PAGE.001

NO. 0914-486079



UNION CARBIDE CORPORATION

POLYOLEFINS DIV.

(HEREINAFTER CALLED "BUYER")

SHIP TO

SELLER

FREY INDUSTRIES INC
ATTN: TED FREY

29 RIVERSIDE AVENUE
NEWARK NJ 07104
(HEREINAFTER CALLED "SELLER")

UNION CARBIDE CORPORATION
ATTN: RECEIVING

BLDG. 5
141 BAEKELAND AVE., EAST GATE
PISCATAWAY NJ 08854

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF:

ADDRESS
CORRESPONDENCE
TO:

RL HOLLMANN
P.O. BOX 670
BOUND BROOK, NJ 08805
908-563-5170

MAIL INVOICE IN DUPLICATE TO

UNION CARBIDE CORPORATION
ATTN: INVOICE AUDITING
P.O. BOX 8690
50. CHAS. WV 25303

TERMS OF PAYMENT:
NET 30 DAYS

F.O.B. POINT:
SHIPPING POINT

TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF:
BUYER COLLECT

SHIP VIA:
LINDEN MOTOR FREIGHT TRUCK-PACKAGE

SUBJECT TO STATE/LOCAL SALES/USE TAX?
NO

ITEM	QUANTITY ORDERED	U/M	UNIT PRICE	DESCRIPTION	PRI ACCT	D/E	TO LOC.
					TO ACCT	IN	FIRST ORD NO.
					2 ND ORD. NO.	C&P	C/F
0001	3600	LBS	.30	N-650 CARBON BLACK REPACKAGED FROM 50 LB. BAGS TO 5 GALLON PAILS. SELLER TO UTILIZE A LINER FOR EACH PAIL AND TIE THE LINER OFF BEFORE CLOSING THE PAIL SEEMELY TO PREVENT MOISTURE BEING ABSORBED BY THE CARBON BLACK. BUYER WILL SUPPLY THE CARBON BLACK AND THE PAILS, LINERS AND PALLETS. SELLER SHALL SEE THAT THE DELIVERING CARRIER HAS BUYER'S PURCHASE ORDER NUMBER CLEARLY INDICATED ON THE PACKING LIST AND BILL OF LADING FOR EACH DELIVERY HEREUNDER. BUYER'S ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, ETC. TO RECEIVE PROPER HANDLING. THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE TAX. BUYER'S EXEMPTION NUMBER IS 131-421-730. DO NOT DUPLICATE. THIS ORDER SUPERSEDES VERBAL ORDER OF 04/09/97 TO TED FREY AT VENDOR PHONE NO. (201)268-2349. TOTAL ORDER PRICE 1080.00	104640	135	750916

WHEN ACKNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE
ACKNOWLEDGE ONLY IF SHIPPING DATE, PRICE, OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

PURCHASING

✓ 97.00

ADDITIONAL TERMS

QUALITY: Seller warrants that the goods will conform to description and specifications and will be free from all defects in material and workmanship and all materials to design (other than Buyer's design). Buyer shall have the right to inspect and test any goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Seller shall pay the cost of inspecting and testing of goods rejected and all transportation charges thereon. Upon receipt by Buyer, seller, at its sole expense, shall repair, or replace f.o.b. Seller's plant, all or any part of any machinery or equipment covered by this order which proves, in use or if you from the date it is placed in operation but not later than eighteen (18) months from date of shipment, to be defective in material or workmanship.

QUANTITY: Goods shipped in excess of quantity designated in this order may be returned at Seller's expense.

TRANSPORTATION CHARGES: Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, such charges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where transportation charges are allowed to Buyer by Seller, such allowance shall not be less than the actual freight charges paid by Buyer or, where Buyer performs the transportation, such allowance shall be in an amount equal to the freight charges which you would have been assessed for a like movement via common carrier.

DELIVERY: The goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight, shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless specified on the face hereof. Time is of the essence hereof. If any goods are not delivered within the time specified in this order, or within a reasonable time if no time is specified, Buyer may either (i) refuse to accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

INVOICES: Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one order; (c) be rendered with order number noted thereon.

PATENTS: Except as hereinafter limited, Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that buyer should be enjoined in such suit or proceeding from using any of the goods delivered hereunder, Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such goods without any limitation or liability, (ii) replace said goods with non-infringing goods of modify same to become non-infringing all at Seller's expense and to Buyer's satisfaction, or (iii) remove said goods at Seller's expense and refund to Buyer the amount paid to Seller therefor. The provisions of this paragraph, however, shall not apply to the use of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

INSTALLATION AND WORK: In the event that any of the goods requires, in connection with the installation thereof or work thereon, the services of a supervisor, expert or other person connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervisor, expert or other person in performing such services shall not be deemed to be the agent or employee of Buyer and Seller assumes full responsibility for his acts and omissions and exclusive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.

INSURANCE: Prior to Seller's commencing any work under the **QUALITY** paragraph or other terms of this order on property owned or controlled by Buyer or by any other party on whose property the goods are installed, Seller shall, at its expense, procure and maintain Workmen's Compensation to the extent required by law and Contractor's Bodily Injury Liability and Property Damage Liability Insurance (including Contractual Liability covering the indemnity set forth in the next paragraph) in such amounts as are approved by Buyer. Prior to commencing any such work, Seller shall furnish to Buyer written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation shall be given to Buyer at least fifteen (15) days prior to the effective date of such cancellation. Seller shall furnish to Buyer certificates, identified by the number applicable to this Purchase Order, as evidence that the above insurance has been procured and is being maintained, and naming Buyer as an additional insured. The insurance certificates covering Seller's Workers Compensation Insurance shall indicate a waiver of subrogation against Buyer.

INDEMNITY; PHYSICAL DAMAGE RESPONSIBILITY: Seller shall indemnify and save harmless Buyer, any party on whose property the goods are installed, and their employees and agents, against all claims, liabilities, losses, damages and expenses, of any character whatsoever, for bodily injury, sickness and/or disease, including death at any time resulting from any of the foregoing, sustained by any employee of Seller, or of a subcontractor of Seller while in, on or about the property of Buyer or the site of installation of the goods, if or where such injury, sickness, disease and/or death was in any way connected with any work under the **QUALITY** paragraph or other terms of this order or with the performance of or failure to perform said work, whether or not such injury, sickness, disease and/or death was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents. Seller shall be responsible and liable for loss or destruction of, or damage to, all tools, equipment and other personal property of Seller, any subcontractor of Seller, any of their employees or agents, whether or not such loss, destruction or damage was in any way connected with the negligence of Buyer, the aforesaid party, or any of their employees or agents.

FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay.

DRAWINGS AND OTHER ITEMS: Unless otherwise expressly provided in this order, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the goods hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the goods hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees, to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.

GOVERNING LAW: The validity, interpretation, and performance of this order shall be governed by the law of the State in which this order is issued by Buyer.

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made a condition on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This order shall constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties, express or implied. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this order. This order shall not be amended except in writing agreed by the parties hereto.

COMPLIANCE WITH LAWS: Seller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this order, including but not limited to applicable Federal Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONDISCRIMINATED FACH FIBER FAR 52.222-21, EQUITY OPPORTUNITY FAR 52.222-26, ALTERNATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS FAR 52.222-35, 87 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52.222-36, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS FAVORABLE BUSINESS CONCERNS FAR 52.222-39 and UTILIZATION OF LABOR SURPLUS AREA CONCERNS FAR 52.222-3, 1, which to the extent applicable are hereby incorporated into this order.

JUL 09 '97 11:35 FR FINANCIAL SERVICE CTR304 747 7980 TO 9-1-7322717675 P.03/04

PURCHASE ORDER



UNION CARBIDE CORPORATION

NO. 0916-485079

POLYOLEFINS DIV.

(HEREINAFTER CALLED "BUYER")

SHIP TO

UNION CARBIDE CORPORATION

ATTN: RECEIVING

BLDG. 5

141 BARKLAND AVE., -EAST GATE

PISCATAWAY NJ 08854

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF:

ORDER DATE

05/23/97

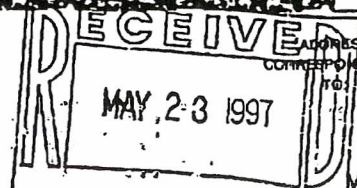
SHIP TO
ARRIVE BY

05/30/97

UNLESS
SPECIFIED
AT LINE
ITEM

PAGE

1



RL HOLLMANN

P.O. BOX 470

BOND BROOK, NJ 08805

908-563-5170

MAIL INVOICE IN DUPLICATE TO

UNION CARBIDE CORPORATION

ATTN: INVOICE ADJUTING

P.O. BOX 2690

SU. CHAS. NV 25303

SELLER

FREY INDUSTRIES INC

ATTN: TED FREY

29 RIVERSIDE AVENUE

NEWARK NJ 07104

(HEREINAFTER CALLED "SELLER")

TERMS OF PAYMENT:
NET 30 DAYS

F.O.B. POINT:
SHIPPING POINT

TRANSPORTATION CHARGES (SEE NOTICE ON REVERSE SIDE HEREOF) ACCOUNT OF:
BUYER COLLECT

SHIP VIA:
INDEN MOTOR FREIGHT TRUCK-PACKAGE

SUBJECT TO STATE/LOCAL SALES/USE TAX?
NO

ITEM	QUANTITY ORDERED	U/M	UNIT PRICE	DESCRIPTION	SPECIAL INSTRUCTIONS
0001	3500	LBS.	.30	<p>N-650 CARBON BLACK REPACKAGED FROM 50 LB. BAGS TO 5 GALLON PAILS. SELLER TO UTILIZE A LINER FOR EACH PAIL AND TIE THE LINER OFF BEFORE CLOSING THE PAIL SEEMLY TO PREVENT MOISTURE BEING ABSORBED BY THE CARBON BLACK. BUYER WILL SUPPLY THE CARBON BLACK AND THE PAILS, LINERS AND PALLET.</p> <p>SELLER SHALL SEC THAT THE DELIVERING CARRIER HAS BUYER'S PURCHASE ORDER NUMBER CLEARLY INDICATED ON THE PACKING LIST AND BILL OF LADING FOR EACH DELIVERY HEREUNDER.</p> <p>BUYER'S ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, ETC. TO RECEIVE PROPER HANDLING.</p> <p>THIS ORDER IS EXEMPT FROM NEW JERSEY SALES AND USE TAX. BUYER'S EXEMPTION NUMBER IS 131-421-730.</p> <p>DO NOT DUPLICATE. THIS ORDER SUPERSEDES VERBAL ORDER OF 04/09/97 TO TED FREY AT VENDOR PHONE NO. (201)266-2349.</p> <p>TOTAL ORDER PRICE 1080.00</p>	<p>THE PURCHASE ORDER NUMBER THAT APPEARS AT TOP LEFT MUST APPEAR ON ALL PACKAGES, INVOICES AND B/L PERTAINING TO THIS ORDER.</p> <p>PLEASE ADVISE PURCHASING AGENT IF ANY TERMS OF THIS ORDER ARE NOT ACCEPTABLE.</p> <p>NOTE: "WHERE TRANSPORTATION IS FOR ACCOUNT OF BUYER ON SHIPMENTS SUBJECT TO ITEM 33800 OF UNIFORM FREIGHT CLASSIFICATION NO. 1 (RAIL) AND/OR ITEM 33465 OF NATIONAL MOTOR CLASSIFICATION NO. 15 OR ITEM 80000 OF NATIONAL MOTOR CLASSIFICATION NO. A-6, OR SUCCESSIVE ISSUES THEREOF, THE RELEASED VALUE OF THE SHIPMENT SHALL BE ENTERED ON THE BILL OF LADING NOT EXCEEDING 50 CENTS PER POUND IN THE MANNER PRESCRIBED IN SUCH ITEMS."</p>

KNOWLEDGMENT IS ATTACHED, PLEASE SIGN AND RETURN AT ONCE. OTHERWISE
GE ONLY IF SHIPPING DATE, PRICE, OR OTHER CONDITIONS ARE NOT ACCEPTABLE.

SELLER

C. J. Fulle
PURCHASING AGENT

LAST PAGE



Frey Industries, Inc.

A Total Physical Distribution Concept

CORPORATE OFFICE
1099 Wall Street West • Suite 246
Lyndhurst, New Jersey 07071
Phone: 201 842-2888 • Fax: 201 842-8544

May 29, 1997

R. L. Hollman
Union Carbide Corp.
FAX: 908-563-6032

RE: REPACKAGING OF N-650 CARBON BLACK

Ron,

Just received your purchase order with reference to the subject repack.
Thank you.

I would appreciate your advise with reference to the identifying marks that should be stenciled on each pail since at present we do not have any information (to my knowledge) with reference to the application of a label or appropriate marks,.

Thanks for your help.

Regards,

Ted Frey (1)

Tilghman B. Frey

TBF/gp

c.c.: R. Van Note

FACILITY LOCATION • 29-75 RIVERSIDE AVENUE • NEWARK, NEW JERSEY 07104
- BULK TRANSFERS - DRUMMING - PACKAGING - DISTRIBUTION - WAREHOUSING -

MADP II: INVOICE HEADER INQUIRY

SIAH1

PO NUMBER 0916 485079
FREY INDUSTRIES INC

STATUS - - HISTORY

INV. NO. ENC2INV

1099 WALL ST STE 246
LYNDHURST NJ 07071

VENDOR CODE 000734152

INVOICELESS - - - - -

PO CASH DIS % .000

STATE TAX PAYMENT CODE N

PO CASH DIS DAYS 30

COUNTY " " " N

PO CASH DIS QUAL DA

LOCAL " " " N

DIVISION CODE - - - 08

PAYMT DUE DATE - - 07/27/97

ENTRY AUDITOR - - - GRB

INV DATE - - - 06/27/97

APRVD PAY DATE - - 07/22/97

APRVL/LAST AUDITOR - GRB

INV RECVD DATE 07/22/97

APRVD MAT 2295.83

ASSIGNED AUDITOR - - GRB

INV ENTRY DATE 07/22/97

APRVD VARIANCE - - .14-

DOCUMENT TYPE - - - - 1

INV REG DATE 07/22/97

APRVD FRT PYMT - .00

ATTACHMENT - - - - - 1

INV MAT - 2295.83

APRVD TAX PYMT - .00

LATE PAY REASON - - -

INV FRT - - - .00

APRVD CASH DISC - .00

REGISTER TYPE - - - - 1

INV TAX - - - .00

APRVD RETN .00

TRANSMITTAL NO. - - 07014

INV CASH DISC .00

APRVD INV PYMT 2295.83

MIT AUTHORIZATION - -

INV RETNT .00

STATE TAX PAID - - .00

PAID BY MIT - - - - -

INV TOTAL 2295.83

COUNTY " " - - .00

MANUAL AUDIT FLAG - - N

TAXBL VAL .00

LOCAL " " - - .00

AUTO PAYMT FLAG - - -

CASH DISC CODE - - - N

NET DB/CR 1032.01-

VENDOR CODE PAYMT - -

INV EXCEPTION FLAG - Y

NET TO VENDOR 1263.82

AUD MAX VAR - .00

PF1=NEXT INV. PF2=MICROFILM PF4=RECEIPTS

PF6=VENDOR CODE PAY PF8=FINISHED

PF10=PRIOR INV PF3=COMMENTS PF5=D/C MEMOS

PF7=ERRORS

I017 THATS ALL

MAOP II INVOICE AUDIT
REPORT NO RIRAI

POCN REQUEST
LAST PRINT DATE: 07/07/97 NO. TIMES PRINTED: 1

REQUEST DATE 07/07/97
PAGE NO: 1

PO NUMBER 0916 483079

INVOICE NO F86356

AUDITOR NAME GARY

R BLATT

PHONE 304-747-7056

VENDOR FREY INDUSTRIES INC

NAME

AND 29 RIVERSIDE AVENUE

ADDRESS NEWARK NJ 07104

BUYER DISP

BUYER NAME R L HOLLMANN

ADDRESS P.O. BOX 450

SOMERSET, NJ 08875-0450

PHONE 908-271-2032

ITEM RCT-ID/NUMBER	QUANTITY	U/M	UNIT PRICE	TRADE DIS	VALUE	DESCRIPTION
--------------------	----------	-----	------------	-----------	-------	-------------

0002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	7.00 EA		7.9500		55.65	PALLETS SUPPLIED

AUDITOR COMMENTS: PRICING FOR PALLETS SUPPLIED
BUYER COMMENTS:

DISP: _

0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	7.00 EA		5.0000		35.00	STRECH WRAP APPLIED

AUDITOR COMMENTS: PRICING FOR STRECH WRAP APPLIED PER PALLET
BUYER COMMENTS:

DISP: _

0004 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	240.00 EA		4.0000		960.00	PAIS PURCHASED

AUDITOR COMMENTS: PRICING FOR PAIS PURCHASED
BUYER COMMENTS:

DISP: _

0005 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	1.00 EA		159.8000		159.80	ENVIRONMENT SURCHARGE @ 7.50% OF TOTAL MAT/

AUDITOR COMMENTS: ENVIRONMENTAL SURCHARGE FOR PACKAGING
BUYER COMMENTS:

DISP: _

AUTHORIZED SIGNATURE

**FREY INDUSTRIES, INC.**

A Total Physical Distribution Concept

1099 Wall Street • Suite 246

Lyndhurst, New Jersey 07071

201-842-2888 • Fax 201-842-8544

F36356

INVOICE

7 1 7 4 8 7 3 1 0 5

UCC -30

DATE

05/31/97

TO

UNION CARBIDE CORPORATION
 ATTN: INVOICE AUDITING
 P.O. BOX 8690
 SO. CHARLESTON, WV 25303

PO# 0916-485079

UPON RECEIPT

TERMS

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	REPACKED 72 BAGS OF N650 CARBON BLACK @ 50# EACH INTO 240 PAILS @ 15# EACH:		
	PO#0916-4885079		
3600	REPACK BAGS TO PAILS	0.30/LB.	1080.00
7	40X48" Pallet(s) Supplied	7.95/PALLET	55.65
7	Stretch wrap applied	5.00/PLT.	35.00
240	PAIL(S) PURCHASED	4.00/EACH	960.00
	Insurance/Environmental Surcharge	7.50%	159.80

		TOTAL \$	2290.45

R. Martineau
 5850

collected
 7-3

clie

6-24

7675

6-30
N.R.
B

POCN
2-7

Thank You!

UNION CARBIDE CORPORATION
Financial Service Center
P. O. Box 8690
South Charleston, West Virginia 25303

TO: Frey Industries Date: 6-11

~~Our~~ Purchase Order No.

916-4885079

Please refer to your invoice, statement, letter # F36356
dated 5-31-97, for \$ 2290.45

☐ Our records show your invoice was processed for payment on _____ For check information, please call Accounts Payable at (304) 747-3739 or 3737

☐ We cannot process your statement for payment. Please submit a copy of the invoice(s) referenced.

☐ Any further questions should be referred to: _____ Purchasing Dept. at the following address:

☐ Calculation error(s) as indicated. Please submit new invoice.

☐ Invoice attached because we need a copy of the paid freight bill.

☐ We cannot process data without correct PO number(s). If PO# not available, please supply UCC Contact Name.

☐ Invoice attached because the material was rejected and returned on SSO# _____

☐ No record of receipt of material. Please furnish proof of delivery.

COMMENTS

#916-4885079 is not a valid
P.O. #. Please provide a valid
P.O. number

Return with Invoice and any additional documents to the above address to the attention of:

Dany Blott
Invoice Auditor
Phone No.(304) 747- 7056



UNION CARBIDE CHEMICALS AND PLASTICS COMPANY INC.

Controller's Department

Technical Center

FACSIMILE TRANSMISSION

TO:

(Company of Department)

ATTENTION:

Ron Hollmann

FAX NUMBER:

7675

FROM:

Darryl Blatt

DEPARTMENT:

Inv. Audit

PHONE:

(304) 747-

7056

Unicom:

721

FAX NUMBER:

(304) 747-

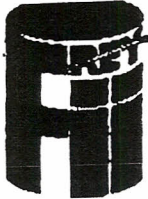
7980

Unicom:

790

COMMENTS:

Invoice that was POC'd
on 7-10-97



FREY INDUSTRIES, INC.

A Total Physical Distribution Concept
1099 Wall Street • Suite 246
Lyndhurst, New Jersey 07071
201-842-2888 • Fax 201-842-8544

F36468

INVOICE

TO

UNION CARBIDE CORPORATION
ATTN: INVOICE AUDITING
P.O. BOX 8690
SO. CHARLESTON, WV 25303

UCC -30

DATE

06/30/97

916-485079

UPON RECEIPT

TERMS

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	BOL preparation-Frey	5.00/BOL	5.00
	Insurance/Environmental Surcharge	7.50%	0.38
		TOTAL \$:	5.38

1080
55.65
38
1170.05
1263.82 = .0254/16
43.17
1175.65 = cost
88.17
1263.82 .3511

Val
7-30
P

7
1
8
3
3
1
3
1
3

Thank You!



FREY INDUSTRIES, INC.

STRAIGHT BILL OF LADING
ORIGINAL—NOT NEGOTIABLE

As agent for: UNION CARBIDE CORPORATION

Delivering Carrier: LINDEN

Page 1 of 1

Release # 229621
Shipper No. 0916485079

Date 06/02/97

TO: Consignee	UNION CARBIDE CORP. ATTN: RECEIVING BLDG 5 141 BASKELAND AVE. EAST GATE PISCATAWAY NJ 08854	FROM: SHIPPER	UNION CARBIDE CORPORATION P.O. BOX 4488 CHARLESTON, W.V. 25364-4488 FREIGHT PAYMENTS ORIGIN: NEWARK, NJ
------------------	--	------------------	---

No. of Units & Container Type	HM	DESCRIPTION AND CLASSIFICATION (Proper Shipping Name, Class and Identification Number per 172, 101, 172, 202, 172, 203)	Gross Weight Net Weight
240 PAISLS		NON REGULATED CHEMICALS NOI CARBON BLACK 15 LBS PLAST. PAISLS P#:CARBON BLK 240 PAISLS LOT#:E-645251 F#:184135 *	4080 LBS 3600 LBS
		PO# 0916-485079	
	TOTAL	CONTAINERS: 240	
		TOTAL GROSS WEIGHT:	4080 LBS
		TOTAL NET WEIGHT:	3600 LBS
			1 8 3 1 3 1 3 1

6-20
WGS

Man Vrooman
240 PLS
ON TRUCKS

PLACARDS TENDERED:

FREIGHT CHARGES:

COLLECT 6/2/97

<small>NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.</small> <small>The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding</small>	<small>I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled and are in all respects in proper condition for transport according to applicable international and national governmental regulations.</small> 	COD	Am: \$	C.O.D. FEE PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/>
		<small>Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.</small> <small>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</small>		TOTAL CHARGES: \$ * SIGNATURE OF SHIPPERS AGENT ABOVE IS ALSO INTENDED AS EXECUTION OF SECTION 7.
per _____		*FREY INDUSTRIES, INC.		

RECEIVED, subject to the classifications and terms in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as

to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER: FREY INDUSTRIES, INC.
PER
ERG OR EQUIVALENT VERIFIED IN VEHICLE. DRIVER'S INITIAL _____
CARRIER:

**CARRIER NOTE: IN THE EVENT OF
CHEMICAL SPILLS, LEAKS OR EXPOSURE,
CALL CHEMTREC (800) 424-9300
24 HOURS A DAY**

1

ADP II INVOICE AUDIT
REPORT NO R1941

POCN REQUEST
LAST PRINT DATE: 07/10/97 NO. TIMES PRINTED: 1

REQUEST DATE 07/10/97
PAGE NO: 4

PO NUMBER 0916 485079

INVOICE NO F36468

AUDITOR NAME GARY

R BLATT

PHONE 304-747-7056

VENDOR FREY INDUSTRIES INC

BUYER DISP

BUYER NAME R L HOLLMANN

NAME

ADDRESS P.O. BOX 450

AND 27 RIVERSIDE AVENUE

SOMERSET, NJ 08875-0450

ADDRESS NEWARK NJ 07104

PHONE 908-271-2032

ITEM RCT-ID/UMBR QUANTITY UZM UNIT PRICE TRADE DIS VALUE DESCRIPTION

0002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.

INV READS

1.00 EA

5.0000

5.00 B.O.L.PREPARATION BY FREY

AUDITOR COMMENTS: CHARGED \$5.00 PER BOL -- FAXED INVOICE 7-10-97

BUYER COMMENTS:

DISP: _

0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.

INV READS

1.00 EA

0.3800

0.38 ENVIRONMENTAL SURCHARGE

AUDITOR COMMENTS: 7.5% ENVIRONMENTAL SURCHARGE ON THE BOL FEE

BUYER COMMENTS:

DISP: _

AUTHORIZED SIGNATURE

PO NUMBER 0016 485079

INVOICE NO F36356

AUDITOR NAME GARY

R BLATT

PHONE 304-747-7056

VENDOR PREY INDUSTRIES INC
NAME
AND 22 RIVERSIDE AVENUE
ADDRESS NEWARK NJ 07104

BUYER DISP

BUYER NAME R L HOLLMANN
ADDRESS P.O. BOX 450
SOMERSET, NJ 08875-0450
PHONE 908-271-2032

ITEM	QTY-ID	NUMBER	QUANTITY	U/M	UNIT PRICE	TRADE DIS	VALUE	DESCRIPTION
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0002	NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.							
INV READS			7.00	EA	7.9500		55.65	PALLETS SUPPLIED

AUDITOR COMMENTS: PRICING FOR PALLETS SUPPLIED
BUYER COMMENTS:

DISP:

0003	NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.							
INV READS			7.00	EA	5.0000		35.00	STRECH WRAP APPLIED

AUDITOR COMMENTS: PRICING FOR STRECH WRAP APPLIED PER PALLET
BUYER COMMENTS:

DISP:

0004	NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.							
INV READS			240.00	EA	4.0000		960.00	PAIS PURCHASED

AUDITOR COMMENTS: PRICING FOR PAIS PURCHASED
BUYER COMMENTS:

DISP:

0005	NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.							
INV READS			1.00	EA	159.8000		159.80	ENVIRONMENT SURCHARGE @ 7.50% OF TOTAL MAT/

AUDITOR COMMENTS: ENVIRONMENTAL SURCHARGE FOR PACKAGING
BUYER COMMENTS:

DISP:

AUTHORIZED SIGNATURE

REPORT NO R144

POCN REQUEST
LAST PRINT DATE: 07/12/97 NO. TIMES PRINTED: 2

REQUEST DATE 07/10/97
PAGE NO: 1

NO NUMBER 0915 485079

INVOICE NO F36468

AUDITOR NAME GARY

R BLATT

PHONE 304-747-7056

VENDOR FREY INDUSTRIES INC

BUYER DISP _

BUYER NAME R L HOLLMANN

NAME

ADDRESS P.O. BOX 450

AND 28 RIVERSIDE AVENUE

SOMERSET, NJ 08875-0450

ADDRESS NEWARK NJ 07104

PHONE 908-271-2032

ITEM RCT=ID/HUMBR QUANTITY U/M UNIT PRICE TRADE DIS VALUE DESCRIPTION

0002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.

INV READS

1.00 EA

5.0000

5.00 B.O.L. PREPARATION BY FREY

AUDITOR COMMENTS: CHARGED \$5.00 PER BOL -- FAXED INVOICE 7-10-97

BUYER COMMENTS:

DISP: _

0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.

INV READS

1.00 EA

0.3800

0.38 ENVIRONMENTAL SURCHARGE

AUDITOR COMMENTS: 7.5% ENVIRONMENTAL SURCHARGE ON THE BOL FEE

BUYER COMMENTS:

DISP: _

AUTHORIZED SIGNATURE

PO NUMBER 09 485029

INVOICE NO F36356

AUDITOR NAME GARY

R BLATT

PHONE 304-747-7056

VENDOR FFY INDUSTRIES INC

BUYER DISP

BUYER NAME R L HOLLMANN

NAME

ADDRESS P.O. BOX 450

AND 29 RIVERSIDE AVENUE

SOMERSET, NJ 08875-0450

ADDRESS NEWARK NJ 07104

PHONE 908-271-2032

ITEM RCT-ID/NUMBER	QUANTITY	U/M	UNIT PRICE	TRADE DIS	VALUE	DESCRIPTION
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0002 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	7.00	EA	7.9500		55.65	PALLETS SUPPLIED

AUDITOR COMMENTS: PRICING FOR PALLETS SUPPLIED

BUYER COMMENTS:

DISP: -

0003 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	7.00	EA	5.0000		35.00	STRECH WRAP APPLIED

AUDITOR COMMENTS: PRICING FOR STRECH WRAP APPLIED PER PALLET

BUYER COMMENTS:

DISP: -

0004 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	240.00	EA	4.0000		960.00	PAIS PURCHASED

AUDITOR COMMENTS: PRICING FOR PAIS PURCHASED

BUYER COMMENTS:

DISP: -

0005 NOT A VALID ITEM NUMBER. THIS NUMBER ASSIGNED BY INVOICE AUDITING TO REPORT INVOICE INFORMATION ONLY.						
INV READS	1.00	EA	159.8000		159.80	ENVIRONMENT SURCHARGE @ 7.50% OF TOTAL MAT/

AUDITOR COMMENTS: ENVIRONMENTAL SURCHARGE FOR PACKAGING

BUYER COMMENTS:

DISP: -

AUTHORIZED SIGNATURE

ENC2JNV 6/27/97 2295.83
Subt 1032001
1263.52

304 x 3600 = 1080
55.65
35
154.85
1330.45
3600

1080 1299.96
55.65
35
8.1875
1330.45
3571
125.853

Hollmann RL (Ron)

From: Martineau RA (Ron)
Sent: Wednesday, January 14, 1998 2:03 PM
To: Hollmann RL (Ron)
Subject: Carbon Black Repackaging

Ron,

How do we stand with regards to Fry Industries and repackaging of carbon black. Any progress or arrangement ?

Ron